



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 1, 2003

IN REPLY PLEASE  
REFER TO FILE: **PD-2**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**30TH STREET WEST AT AVENUE O/TOWN CENTER DRIVE  
CITY OF PALMDALE-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to install traffic signals at the intersection of 30th Street West at Avenue O/Town Center Drive, which is jurisdictionally shared with the City of Palmdale, and the widening and reconstruction of the roadway pavement on Avenue O/Town Center Drive from 30th Street West to 600 feet east of 30th Street West and on 30th Street West from 500 feet north of Avenue O/Town Center Drive to 600 feet south of Avenue O/Town Center Drive, which are entirely within the County's jurisdictional boundary, are exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the cooperative agreement with the City for the project. The agreement provides for the County to perform the preliminary engineering and administer the construction of the project with the City and the County to finance 49 percent and 51 percent, respectively, of the cost of traffic signals and their respective jurisdictional shares of the cost of signing and striping for the traffic signals. The agreement also provides for the County to finance the entire cost of the roadway improvements. The total project cost is currently estimated to be \$690,000 with the City's share being \$125,000 and the County's share being \$565,000.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement provides for the County to perform the preliminary engineering and administer the construction of the project with the City and the County to finance 49 percent and 51 percent, respectively, of the cost of traffic signals and their respective jurisdictional shares of the cost of signing and striping for the traffic signals. The agreement also provides for the County to finance the entire cost of the roadway improvements.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Palmdale and the County propose to install traffic signals at the intersection of 30th Street West at Avenue O/Town Center Drive, which is jurisdictionally shared with the City of Palmdale, and to widen and reconstruct the roadway pavement on Avenue O/Town Center Drive from 30th Street West to 600 feet east of 30th Street West and on 30th Street West from 500 feet north of Avenue O/Town Center Drive to 600 feet south of Avenue O/Town Center Drive, which are entirely within the County's jurisdictional boundary. The work also includes the reconstruction of driveways and a cross gutter.

Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project. Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

### **Implementation of Strategic Plan Goals**

This action meets the County's Strategic Plan Goal of Service Excellence. By installing a traffic signal and improving the subject roadway, residents of the City and unincorporated area who travel on this street will benefit and their quality of life will be improved.

## **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$690,000 with the City of Palmdale's share being \$125,000 and the County's share being \$565,000. Funding for this project is included in the Fiscal Year 2002-03 Road Fund Budget.

The Honorable Board of Supervisors  
May 1, 2003  
Page 3

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Class 1 (e) and Class 1 (x), 2, 14, 23, and 25 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301, Class 1 (b) and (c), of the California Environmental Quality Act guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

30th Street West and Avenue O are on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

### **CONCLUSION**

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY CLERK ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

ESC:yr  
C031807  
30TH ST WEST AVE O TOWN CENTER.wpd

Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF PALMDALE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

## W I T N E S S E T H

WHEREAS, 30th Street West is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to install traffic signals at the intersection of 30th Street West and Avenue O/Town Center Drive, which work is hereinafter referred to as "TRAFFIC SIGNALS"; and install signing, striping and pavement markings at the aforementioned intersection, which work is hereinafter referred to as "SIGNING AND STRIPING; and

WHEREAS, COUNTY proposes to widen and reconstruct the roadway pavement on Avenue O/Town Center Drive from 30th Street West to 600 feet east of 30th Street West and on 30th Street West from 500 feet north of Avenue O/Town Center Drive to 600 feet south of Avenue O/Town Center Drive, including the reconstruction of driveways and a cross gutter, which work is hereinafter referred to as "ROADWAY IMPROVEMENTS"; and

WHEREAS, TRAFFIC SIGNALS, SIGNING AND STRIPING, and ROADWAY IMPROVEMENTS together are hereinafter referred to as "PROJECT"; and

WHEREAS, TRAFFIC SIGNALS and SIGNING AND STRIPING are within the shared geographical boundaries of CITY and COUNTY; and ROADWAY IMPROVEMENTS are entirely within the geographical boundary of COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT; and

WHEREAS, COST OF TRAFFIC SIGNALS combined with COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS is hereinafter referred to as COST OF PROJECT; and

WHEREAS, COUNTY is willing to finance fifty-one percent (51%) of the COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY is willing to finance forty-nine percent (49%) of the COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY and COUNTY are both willing to finance their shares of COST OF SIGNING AND STRIPING; and

WHEREAS, COUNTY is willing to finance the entire COST OF ROADWAY IMPROVEMENTS; and

WHEREAS, COST OF PROJECT is currently estimated to be Six Hundred Forty Thousand and 00/100 Dollars (\$640,000.00) with CITY'S share being One Hundred Thousand and 00/100 Dollars (\$100,000.00) and COUNTY'S share being Five Hundred Forty Thousand and 00/100 Dollars (\$540,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION", as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. "COST OF TRAFFIC SIGNALS," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction engineering and inspection, traffic detour, work performed by COUNTY forces, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- c. "COST OF SIGNING AND STRIPING," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction engineering and inspection, final signing, striping and marking, and all other work necessary to construct SIGNING AND STRIPING in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- d. "COST OF ROADWAY IMPROVEMENTS," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction engineering and inspection, materials testing, required materials, construction survey, utility relocation, and traffic detour, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- e. "COST OF PROJECT," as referred to in this AGREEMENT, shall be equal to the sum of COST OF TRAFFIC SIGNALS, COST OF SIGNING AND STRIPING, and COST OF ROADWAY IMPROVEMENTS.
- f. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- g. "Construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance forty-nine percent (49%) of the COST OF TRAFFIC SIGNALS and CITY's share of COST OF SIGNING AND STRIPING, the amounts of which are to be determined by a final accounting of COST OF TRAFFIC SIGNALS and COST OF SIGNING AND STRIPING, pursuant to paragraph (4) b., below.
- b. To deposit with COUNTY, following the opening of construction bids for PROJECT and upon demand by COUNTY, sufficient CITY funds to finance forty-nine percent (49%) of COST OF TRAFFIC SIGNALS and CITY'S share of COST OF SIGNING AND STRIPING, currently estimated to be One Hundred Thousand and 00/100 Dollars (\$100,000.00). Said demand will consist of a billing invoice prepared by COUNTY.
- c. To obtain, if necessary, and grant COUNTY any temporary right of way within CITY necessary for the construction of PROJECT at no cost to COUNTY.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.
- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

(3) COUNTY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance fifty-one percent (51%) of the COST OF TRAFFIC SIGNALS, the COUNTY's share of COST OF SIGNING AND STRIPING, and the entire COST OF ROADWAY IMPROVEMENTS, the amounts of which are to be determined by a final accounting of COST OF PROJECT, pursuant to paragraph (4) b., below.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to the construction contractor for PROJECT, a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- f. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all ROADWAY IMPROVEMENTS constructed as part of PROJECT within COUNTY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all traffic signal improvements constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement No. 41618 between COUNTY and CITY.
- b. The final accounting of the actual total COST OF PROJECT shall allocate the COST OF SIGNING AND STRIPING between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute the total cost of COST OF SIGNING AND STRIPING within COUNTY'S JURISDICTION. The cost of all work or improvements located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute the total COST OF SIGNING AND STRIPING within CITY'S JURISDICTION.

- c. That if CITY'S share of COST OF TRAFFIC SIGNALS and COST OF SIGNING AND STRIPING, based upon the final accounting, exceeds CITY'S payment, as set forth in paragraph (2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said deposit, COUNTY shall refund the difference to CITY.
- d. That if CITY'S payment, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY prior to award of PROJECT, COUNTY may delay the award of PROJECT, pending the receipt of CITY'S payment.
- e. That if CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within thirty (30) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY Department of Public Works within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. Department of Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.
- g. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult each other, but the orders of the COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.

- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Steve Williams  
Director of Public Works  
City of Palmdale  
38300 North Sierra Highway  
Palmdale, CA 93550-4798

COUNTY:

Mr. James A. Noyes  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) or damage occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- l. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) or damage occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- n. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32073 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PALMDALE on \_\_\_\_\_, 2003, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2003.

COUNTY OF LOS ANGELES

ATTEST:

By \_\_\_\_\_  
Chair, Board of Supervisors

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

CITY OF PALMDALE

By \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Attorney